

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

* * * * *

RASHID JAHM,
Plaintiff,

vs.

CIVIL ACTION
No. 05CV11638-JLT

DENNIS D. LIEBER; MARY KELLY;
CRAIG NOLAND; SHAWN M.
BREIMAYER; GEORGE S. BUTH;
STATE OF MICHIGAN; GOVERNOR
JENNIFER M. GRANHOLM;
PAUL J. FISCHER; CATHERINE
GARCIA-LINDSTROM; KEMPER
INSURANCE; STEVEN C. COUCH;
MIDWEST CLAIM SERVICES;
GEORGE L. McCARGER;
STEPHEN C. BRANSDORFER; and
BROADSPIRE;
Defendants.

* * * * *

**KEMPER INSURANCE COMPANIES' ANSWER TO PLAINTIFF'S AMENDED
COMPLAINT**

First Defense

The complaint should be dismissed pursuant to Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim upon which relief might be granted.

Second Defense

Kemper Insurance Companies responds to the paragraphs of the complaint which follow the caption "Sommon, Complaint" as follows:

1. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

2. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

3. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

4. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

5. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

6. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

Kemper Insurance Companies responds to the paragraphs of the complaint which follow the caption "Treason" as follows:

7. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

8. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

9. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

10. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

11. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

Kemper Insurance Companies responds to the numbered paragraphs of the complaint which follow the caption "Nature Of This Action" as follows:

1. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

2. This is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

3. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

4. This appears to be a mixed statement of law and fact, to

which no answer should be required. If an answer is necessary, the allegations as they pertain to the answering defendant are denied.

Kemper Insurance Companies responds to the paragraphs of the complaint which follow the caption "Jurisdiction of this Court" as follows:

* This unnumbered paragraph is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

* This unnumbered paragraph is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

1. This appears to be a mixed statement of law and fact, to which no answer should be required. If an answer is necessary, the allegations as they pertain to the answering defendant are denied.

2. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

3. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

4. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

5. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

6. This unnumbered paragraph is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

7. This appears to be a mixed statement of law and fact, to which no answer should be required. If an answer is necessary, the allegations as they pertain to the answering defendant are denied.

8. This appears to be a mixed statement of law and fact, to which no answer should be required. If an answer is necessary, the allegations as they pertain to the answering defendant are denied.

9. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

10. This appears to be a mixed statement of law and fact, to which no answer should be required. If an answer is necessary, the allegations as they pertain to the answering defendant are denied.

11. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

12. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

13. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

14. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

15. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

16. This unnumbered paragraph is a statement of law, not fact and no answer is required. If an answer is necessary, the allegation as it pertains to the answering defendant is denied.

17. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

18. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

19. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

20. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

21. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

22. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

23. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

24. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

25. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

26. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

27. The allegation contained in this paragraph, as it

pertains to the answering defendant, is denied.

28. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

29. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

30. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

31. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

32. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

33. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

34. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

35. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

36. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

37. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

38. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

39. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

40. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

41. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

42. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

43. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

44. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

45. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

46. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

Kemper Insurance Companies responds to the paragraphs of the complaint which follow the caption "Relief Requested" as follows:

* The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

43. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

44. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

45. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

46. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

47. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

48. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

49. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

50. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

51. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

52. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

53. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

54. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

55. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

56. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

57. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

58. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

59. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

60. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

61. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

62. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

63. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

* The allegations contained in this paragraph, as they may pertain to the answering defendant, are denied.

64. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

65. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

66. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

67. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

68. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

69. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

70. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

71. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

72. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

73. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

74. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

75. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

76. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

77. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

78. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

79. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

* The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

80. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

81. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

82. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

83. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

84. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

85. The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

* The allegation contained in this paragraph, as it pertains to the answering defendant, is denied.

* No response is required to a jury demand.

Kemper Insurance Companies responds to the plaintiff's "Ad Dannum Clause" by denying any allegation contained therein that might interpreted as being made against it.

Kemper Insurance Companies responds to the plaintiff's "First Relief request from Michigan State" by denying any allegation contained therein that might interpreted as being made against it.

Kemper Insurance Companies responds to the plaintiff's "Second Relief request" by denying any allegation contained therein that might interpreted as being made against it.

WHEREFORE, the Kemper Insurance Companies demand that the plaintiff's complaint against it be dismissed, that judgment enter in its favor, and that it be awarded the attorneys fees and costs incurred in defending against this lawsuit.

JURY CLAIM

THE DEFENDANT HEREBY MAKES CLAIM FOR A TRIAL BY JURY.

By its attorney,

/s/ Robert P. Powers

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Certificate of Service

I certify that this answer filed through the ECF system on February 1, 2006, will be electronically sent to registered participants identified on the Notice of Electronic Filing (NEF) and paper copies will be mailed to non registered participants

/s/ Robert P. Powers

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